App. F. IX-4

62-39

1939.

File No. 62-39

Previous References

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Serial Nos. 1-3

Letter References

Legis D No. 8439 of 39.

20

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Three only

Part B for

SUBJECT.

Legislation Re Diversion Rules in Godhra

WD 0295—GPB—22,500—13-8-37

B.B. Shanghvi
15.6.40.

D.O. No. P/174/Legis. 62-39-1. 10th July 1939.

Dear Sir,

I am desired to request you to be so good as to send me for reference any enactment in force in Jodhpur regarding Aircraft or Aviation together with a set of rules issued thereunder.

Yours sincerely,

The Chief Secretary,
The Government of His Highness
the Maharaja of Jodhpur, JODHPUR.

Legislation re aviation 2

General and Revenue Secretariat. | File No. | of 19 . | [App. F. III-2

Serial No.

Note A

From

The Personal Private Secretary to H.H. the Maharaja of Jodhpur

letter D.O. no. P/1665 d 24.7.1939

that information desired will be sent in due course.

The receipt of Note A information will be awaited.

29.7.39

NOTE–Contn. Sheet.

3 Legislation re aviation

File No. of 19 . General and Revenue Secretariat.

Serial No.

From

The Chief Minister: Govt. of Jodhpur.

Letter no 14703 dated 1.8.1939

forwarding Copy of Jodhpur Carriage by Air Act, 1939

Submitted for perusal.

A draft reply is put up as ordered on the P.U.D

Sec
8.8.39

Law Secretary). 3/818

E 8/8 3/818

Issued Do no. P749 dated 9.8.1939.

SECY. LAW DEPTT. 877 3 AUG. 1939 GOVT OF MYSORE

Pse Note
write as D

B

D.O.No. P.1665

4

JODHPUR STATE RAJPUTANA

Jodhpur,
July 24th, 1939.

GENERAL SECRETARIAT. 29 JUL. 1939 PROTECTION BRANCH.

SECY. LAW DEPT. 29 JULY 1939 GOVT OF MYSORE.

Dear Sir,

Your letter No.P.174 dated 10--7--39.

I write to inform you that the Chief Minister, Government of Jodhpur, Jodhpur, has been asked to deal with the matter and you will receive the information desired in due course.

Yours truly,

Personal Private Secretary to
His Highness the Maharaja Sahib.

The Secretary,
Law Department,
Genral and Revenue Secretariat,
BANGALORE

(MYSORE

No 14703

JODHPUR STATE RAJPUTANA

80 P

Legis 62-39-2

POL & REV. SECRETARIAT. 7 AUG. 1939 JUDICIAL BRANCH.

Jodhpur 10th ~~July~~ August 1939.

Subject. Aircraft Rules.
-:-

Dear Sir,

Kindly refer to your demi-official letter No.P.174, dated 10th July 1939, addressed to the Chief Secretary, Government of Jodhpur.

2. No Rules or Act have so far been framed by the Jodhpur Government on the lines of the Indian Air-Craft Rules 1937 and the Indian Aircraft Act 1934, as the Government of India do not desire Indian States to undertake legislation in this respect at present, vide copy of the Memorandum on "Control of Aviation" in Indian States", received in this Office from the Resident, Western Rajputana States, under his letter No. 4491/91/31 dated 9th December 1937, which I presume, you might have also received.

3. A copy of the "Jodhpur Carriage by Air Act, 1935" in force in this State is sent herewith.

Yours Sincerely,

Chief Minister.

To 7/8/39

C.Subrahmanya Aiyar Esqr., B.A.,B.L.,
Secretary to the Government of Mysore,
Law Department,
Bangalore.

Enclosure.
"Jodhpur Carriage by
Air Act, 1935".

m. 29-7-39

NOTICE.

Dathd Jodhpur, the 21st September 1935.

No. 13225.—The following "Carriage by Air Act, 1935", passed by His Highness the Maharaja Sahib Bahadur, is hereby published for general information.

D. M. FIELD.
Lieut.-Colonel,
Chief Minister.
Govt. of Jodhpur.

The Carriage by Air Act, Government of Jodhpur.

An Act to give effect in the Jodhpur State to a Convention for the unification of certain rules relating to international carriage by air.

Preamble

WHEREAS, a Convention for the unification of certain rules relating to international carriage by air (hereinafter referred to as the Convention) was, on the 12th day of October 1929, signed at Warsaw.

And WHEREAS, India has acceded to the Convention and it is expedient that the Jodhpur Government should make provision for giving effect to the said Convention in the Jodhpur State.

And WHEREAS, it is also expedient to make provision for applying the rules contained in the Convention (subject to exceptions, adaptations and modifications) to carriage by air in the Jodhpur State which is not international carriage within the meaning of the Convention.

It is hereby enacted as follo

Short titl extent and commencement.

1. (1) This Act may be called the Jodhpur Carriage by Air Act, 1935.

(2) It extends to the whole of the Jodhpur State territory except Sambhar Shamlate area.

(3) It shall come into force with effect from the date of its publication in the JODHPUR GOVERNMENT GAZETTE.

Application of the Convention.

2. (1) The rules contained in the First Schedule, being the provisions of the Convention relating to the rights and liabilities of carriers, passengers, consignors, consignees and other persons, shall, subject to the provision of this Act, have the force of law in the Jodhpur State in relation to any carriage by air to which these rules apply, irrespective of the nationality of the aircraft performing the carriage.

(2) The Jodhpur Government may, by notification in the JODHPUR GOVERNMENT GAZETTE, certify who are the High Contracting parties to the Convention, in respect of what territories they are parties, and to what extent they have availed themselves of the Additional protocol to the Convention, and any such notification shall be conclusive evidence of the matters certified therei

(3) Any reference in the First Schedule to the territory of any High Contracting party to the Convention, shall be construed as a reference to all the territories in respect of which he is a party.

4) Notwithstanding anything contained in any enactment or rule of law in force in any part of the Jodhpur State, the rules contained in the First Schedule shall, in all cases to which those rules apply, determine the liability of a carrier in respect of the death of a passenger, and the rules contained in the Second Schedule, shall determine the persons by whom and for whose benefit and the manner in which such liability may be enforced.

(5) Any sum in France mentioned in rule 22 of the First Schedule shall, for the purpose of any action against a carrier, be converted into Rupees at the rate of exchange prevailing on the date on which the amount of damages to be paid by the carrier is ascertained by the Court.

Provisions regarding suits against High Contracting Parties who undertake carriage by air.

3 1) Every High Contracting Party to the Convention who has not availed himself of the provisions of the Additional Protocol thereto shall, for the purposes of any suit brought in a Court in the Jodhpur State in accordance with the provisions of rule 28 of the First Schedule to enforce a claim in respect of carriage undertaken by him, be deemed to have submitted to the jurisdiction of that court and to be a person for the purposes of the Marwar Code of Civil Procedure.

2) The Chief Court, Jodhpur, may make rules of procedure providing for all matters which may be expedient to enable such suits to be instituted and carried on

(3) Nothing in this Section shall authorise any Court to attach or sell any property of a High Contracting Party to the Convention.

Application of Act to carriage by air which is not international.

4. The Jodhpur Government may, by notification in the JODHPUR GOVERNMENT GAZETTE, apply the rules contained in the First Schedule and any provision of section 2 to such carriage by air, not being international carriage by air as defined in the First Schedule, as may be specified in the notification, subject, however, to such exceptions, adaptation and modifications, if any, as may be so specified.

INDIAN CARRIAGE BY AIR

First Schedule.

(*See* section 2.)

RULES.

CHAPTER I.

SCOPE—DEFINITIONS

1. (1) These rules apply to all international carriage of persons, luggage or goods performed by aircraft for reward. They apply also to such carriage when performed gratuitously by an air transport undertaking.

(2) In these rules "High Contracting Party" means a High Contracting Party to the Convention.

(3) For the purposes of these rules the expression "International carriage" means any carriage in which, according to the contract made by the parties, the place of departure, and the place of destination, whether or not there be a break in the carriage or transhipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzarainty, mandate or authority of another Power, even though that Power is not a party to the Convention A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party, is not deemed to be international for the purpose of these rules.

(4) A Carriage to be performed by several successive air carriers is deemed, for the purposes of these rules, to be one undivided carriage, if it has been regarded by the parties as a single operation, whether is has been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party

2. (1) These rules apply to carriage performed by the State or by legally constituted public bodies, provided it falls within the conditions laid down in rule 1.

(2) These rules do not apply to carriage performed under the terms of any international Postal Convention.

CHAPTER II.

DOCUMENTS OF CARRIAGE.

Part 1.—Passenger Ticket.

3. (1) For the carriage of passengers, the carrier must deliver a passenger ticket which shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure. and of destination;

(*c*) the agreed stopping places, provided that the carrier may reserve the right o alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the carriage of its international character?

(*d*) the name and address of the carrier or carriers;

(*e*) a statement that the carriage is subject to the rules relating to liability contained in this Schedule.

(2) The absence, irregularity or loss of the passenger ticket does not effect the existence or the validity of the contract of carriage, which shall none- the- less be subject to these rules. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this Schedule which exclude or limit his liability.

Part II.—Luggage ticket.

4. (1) For the carriage of luggage, other than small personal objects of which th passenger takes charge himself, the carrier must deliver a luggage ticket.

(2) The luggage ticket shall be made out in duplicate, one part for the passenge and the other part for the carrier.

(3) The luggage ticket shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure and of destination;

(*c*) the name and address of the carrier or carriers;

(*d*) the number of the passenger ticket;

(*e*) a statement that delivery of the luggage will be made to the bearer o the luggage ticket;

(*f*) the number and weight of the packages:

(*g*) the amount of the value declared in accordance with rule 22 (2);

(*h*) a statement that the carriage is subject to the rules relating to liabilit contained in this Schedule.

(4) The absence, irregularity or loss of the luggage ticket, does not affect th existence or the validity of the contract of carriage, which shall none-the-less be subjec to these rules. Nevertheless, if the carrier accepts luggage without a luggage ticket having been delivered, or if the luggage ticket does not contain the particulars set out a (*d*), (*f*) and (*h*) of sub-rule (3), the carrier shall not be entitled to avail himself of those provisions of this Schedule which exclude or limit his liability.

Part III.—Air Consignment Note.

5. (1) Every carrier of goods has the right to require the consignor to make out and hand over to him a document called an "Air consignment note"; every consignor ha the right to require the carrier to accept this document.

(2) The absence, irregularity or loss of this document does not affect the existenc or the validity of the contract of carriage which shall, subject to the provisions of rule 9 be none-the-less governed by these rules.

6. (1) The air consignment note shall be made out by the consignor in three ori ginal parts and be handed over with the goods.

(2) The first part shall be marked "for the carrier", and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.

(3) The carrier shall sign an acceptance of the goods.

(4) The signature of the carrier may be stamped; that of the consignor may be printed or stamped.

(5) If, at the request of the consignor, the carrier makes out the air consignment note, he shall be deemed subject to proof to the contrary, to have done so on behalf of the consignor.

7. The carrier of goods has the right to require the consignor to make out separate consignment notes when there is more than one package.

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8. The air consignment note shall contain the following particulars:—

(*a*) the place and date of its execution;

(*b*) the place of departure and of destination;

(*c*) the agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the carriage of its international character;

(*d*) the name and address of the consignor;

(*e*) the name and address of the first carrier;

(*f*) the name and address of the consignee, if the case so requires;

(*g*) the nature of the goods;

(*h*) the number of the packages, the method of packing and the particular marks or numbers upon them;

(*i*) the weight, the quantity and the volume or dimensions of the goods;

(*j*) the apparent condition of the goods and of the packing;

(*k*) the freight, if it has been agreed upon, the date and place of payment; and the person who is to pay it;

(*l*) if the goods are sent for payment on delivery, the prices of the goods, and, if the case so requires, the amount of the expenses incurred;

(*m*) the amount of the value declared in accordance with rule 22 (2);

(*n*) the number of parts of the air consignment note;

(*o*) the documents handed to the carrier to accompany the air consignment note;

(*p*) the time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon;

(*q*) a statement that the carriage is subject to the rules relating to liability contained in this Schedule.

9. If the carrier accepts goods without an air consignment note having been made out, or if the air consignment note does not contain all the particulars set out in rule 8 (*a*) to (*i*) inclusive and (*q*), the carrier shall not be entitled to avail himself of the provisions of this Schedule which exclude or limit his liability.

10. (1) The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the Air Consignment Note.

(2) The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

11. (1) The air consignment note is *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.

(2) The statements in the air consignment note relating to the weight, dimensions and packing of the goods, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the goods do not constitute evidence against the carrier except so far as they both have been and are stated in the air consignment note to have been checked by him in the presence of the consignor, or relate to the apparent condition of the goods.

12. (1) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey on any landing, or, by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(2) If it is impossible to carry out the orders of the consignor, the carrier must so inform him forthwith.

(3) If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air consignment note.

(4) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with rule 13. Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his right of disposition.

13. (1) Except in the circumstances set out in rule 12, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air consignment note and to deliver the goods to him, on payment of the charges due and in complying with the conditions of carriage set out in the air consignment note

(2) Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the goods arrive.

(3) If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

14. The consignor and the consignee can respectively enforce all the rights given them by rules 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

15. (1) Rules 12, 13 and 14 do not affect either the relations of the consignor or the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(2) The provisions of rules 12, 13 and 14 can only be varied by express provision in the air consignment note.

16. (1) The consignor must furnish such information and attach to the air consignment note such documents as are necessary to meet the formalities of customs, octroi or police before the goods can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his agents.

(2) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

CHAPTER III.

LIABILITY OF THE CARRIER.

17. The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained, took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

18. (1) The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.

(2) The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or in the case of a landing outside an aerodrome in any place whatsoever.

(3) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

19 The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage of goods.

20. (1) The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

(2) In the carriage of goods and luggage, the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handing of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

21. If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person, the Court may exonerate carrier the wholly or partly from his liability.

22. (1) In the carriage of passengers, the liability of the carrier for each passenger is limited to the sum of 125,000 francs. Where damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract the carrier and the passenger may agree to a higher limit of liability.

(2) In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilogram, unless the consignor has made, at a time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum, if the case so requires. In that case, the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

(3) As regards objects of which the passenger takes charge himself, the liability of the carrier is limited to 5,000 francs per passenger.

(4) The sums mentioned in the rule shall be deemed to refer to the French francs consisting of 65½ milligrams gold of milesimal fineness 900.

23. Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in these rules, shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Schedule.

24. (1) In the cases covered by rules 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Schedule.

(1) In the cases covered by rule 17 the provisions of sub-rule (1) also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

25. (1) The carrier shall not be entitled to avail himself of the provisions of this Schedule which exclude or limit his liability, if the damage is caused by his wilful misconduct or by such defaults on his part as is, in the opinion of the Court, equivalent to wilful misconduct.

(2) Similarly, the carrier shall not be entitled to avail himself of the said provisions, if the damage is caused as aforesaid by any agent of the carrier acting within the scope of his employment.

26. (1) Receipt by the person entitled to delivery of luggage or goods without complaint, is, *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

(2) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and at the latest, within three days from the date of receipt in the case of luggage and seven days from the date of receipt in the case of goods. In the case of delay, the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.

(3) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid

(4) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

27. In the case of the death of the person liable, an action for damages lies in accordance with these rules against those legally representing his estate.

28. An action for damages must be brought at the option of the plaintiff either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.

29. The right of damages shall be extinguished if an action is not brought within ... years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

30. (1) In the case of carriage to be performed by various successive carriers and falling within the definition set out in sub-rule (4) of rule 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Schedule, and is deemed to be one of the contracting party to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement the first carrier has assumed liability for the whole journey.

(3) As regards luggage or goods, the passenger or consignor will have a right o action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take actior against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

CHAPTER IV.

Provision relating to Combined Carriage.

31. (1) In the case of combined carriage performed partly by air and partly by any other mode of carriage the provisions of this Schedule apply only to the carriage by air provided that the carriage by air falls within the terms of rule 1.

(2) Nothing in this Schedule shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Schedule are observed as regards the carriage by air.

CHAPTER V.

General and Final Provisions.

32. Any clauses contained in the contract and all special agreements entered int before the damage occured by which the parties purport to infringe the rules laid dow by this Schedule, whether by deciding the law to be applied, or by altering the rule as to jurisdiction, shall be null and void. Nevertheless, for the carriage of goods, arbitration clauses are allowed, subject to these rules, if the arbitration is to take place i the territory of one of the High Contracting Parties within one of the jurisdictions referred to in rule 28

33. Nothing contained in this Schedule shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulation which do no conflict with the provisions of this Schedule.

34. This Schedule does not apply to international carriage by air performed by way of experimental trial by air navigation undertakings with the view to the establishment of a regular line of air navigation, nor does it apply to carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

35. The expression "day" when used in these rules means current days, not working day.

36. When a High Contracting Party has declared at the time of ratification of, or of accession to the Convention that the first paragraph of Article 2 of the Convention shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty, suzarainty or authority, these rules shall not apply to international carriage by air so performed.

15

Second Schedule.

(See section 2.)

PROVISIONS AS TO LIABILITY OF CARRIERS IN THE EVENT OF THE DEATH OF A PASSENGER.

1. The liability shall be enforceable for the benefit of such of the members of the passenger's family as sustained damage by reason of his death.

In this rule, the expression "member of a family" means wife or husband, parent, step-parent, grandparent, brother, sister, half-brother, half-sister, child, step-child, grandchild.

Provided [illegible] any such relationship as aforesaid any illegitimate person and any adopted person shall be treated as being, or as having been, the legitimate child of his mother and reputed father or, as the case may be, of his adopters.

2. An action to enforce the liability may be brought by the personal representative of the passenger or by any person for whose benefit the liability is under the last preceding rule enforceable, but only one action shall be brought in Hyderabad/Jodhpur in respect of the death of any one passenger, and every such action by whomsoever brought, shall be for the benefit of all such persons so entitled as aforesaid as either are domiciled in Hyderabad/Jodhpur or, not being domiciled there, express a desire to take the benefit of the action.

3. Subject to the provisions of the next succeeding rule, the amount recovered in any such action, after deducting any costs not recovered from the defendant, shall be divided between the persons entitled in such proportions as the Court may direct.

4. The Court before which any such action is brought may at any stage of the proceedings, make any such order as appears to the Court to be just and equitable in view of the provisions of the First Schedule of this Act limiting the liability of a carrier and of any proceedings which have been, or are likely to be, commenced outside Hyderabad / Jodhpur in respect of the death of the passenger in question.

GOVERNMENT OF JODHPUR

NOTIFICATION.

Dated Jodhpur, the 14th February, 1938.

No. 5571 F. P. Avi. 9.—The following is hereby published for general information.

D. M. FIELD,
Chief Minister,
Government of Jodhpur.

In pursuance of Sub-Section 2 of Section 2 of the "Carriage by Air Act, 1935, Government of Jodhpur", the Jodhpur Government certify that the High Contracting Parties to the Convention for the unification of certain rules relating to International Carriage by Air signed at Warsaw on the 12th day of October 1929, the territories in respect of which they are respectively parties and the date on which the said Convention came into force in respect of these territories, are as specified in columns 1, 2 and 3 respectively of Part I of the Schedule hereto annexed, and that the only High Contracting Party who has availed himself of the provisions of the Additional Protocol to the said Convention is the High Contracting Party specified in Part II of the said Schedule who has availed himself of these provisions to the extent specified in the said Part.

Schedule Part I.

High Contracting parties to the Convention.	Territories in respect of which they are respectively parties.	Dates on which the Convention came into force.
His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India.	The United Kingdom of Great Britain and Northern Ireland.	15th May 1933.
	The Channel Islands.	
	The Isle of Man.	
—Do.—	India, Burma, Aden (Colony)	18th February 1935
—Do.—	Bahamas, Barbados.	3rd March 1935.
	Barmuda, British Guiana.	
	British Honduras, Ceylon.	
	Cyprus, Falkland Islands and dependencies.	
	Fiji, Gambia (Colony and Protectorate), Gibralter. Gold Coast:—	
	(a) Colony. (b) Ashanti. (c) Northern territories. (d) Togoland under British mandate. Hong Kong.	
—Do.—	Jamaica (including Turks and Caicos Islands and the Cayman Island). Kenya (Colony and Protectorate). Leeward Islands:—	rd March 1935
	Antigua, Dominica, Montserrat, St. Christopher and Navis. Virgin Islands. Malta. Mauritius. Nigera:—	
	(a) Colony (b) Protectorate (c) Cameroons under British, Mandate. Northern Rhodesia, Nyasaland protectorate. Palestine (excluding Trans-Jordan). St., Helena and Ascension. Seychelles, Sierra Leone (Colony and Protectorate).	
	Somaliland Protectorate, Straits Settlements. Tanganyika Territory.	

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High Contracting Parties to the Convention.	Territories in respect of which they are respectively parties.	Dates on which the Convention came into force.
	Trinidad and Tobago, Uganda Protectorate, Western Pacific Islands of:—	
	British Solomon Islands Protectorate.	
	Gilbert and Ellice Islands Colony.	
	Windward Islands:—	
	Grenada. St. Lucia. St. Vincent.	
	Zanzibar Protectorate.	
—Do.—	Southern Rhodesia.	3rd April 1935
—Do.—	The Commonwealth of Australia, including Papua, Norfolk Island and the mandate territories of New Guinea and Nauru.	30th October 1935.
—Do.—	The Irish Free States.	19th December 1935.
—Do.—	The Federated Malay States:—	2nd October 1936.
	Negri Sembilan.	
	Pahang.	
	Perak.	
	Selangor.	
	The Unfederated Malay States:—	
	Johore.	
	Kedah.	
	Kelantan.	
	Perlis.	
	Trengganu.	
	Brunei.	
His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India.	North Borneo.	2nd October 1936
	Sarawak.	
	Tonga.	
—Do.—	The Dominion of New Zealand.	5th July 1937.
The President of the United States of America.	The United States of America and all territories subject to the Sovereignty or authority of the United States of America.	29th October 1934.
His Majesty the King of the Belgians.	Belgium.	11th October 1936.
The President of the United States of Brazil.	Brazil.	13th February 1933.
The President of the Czechoslovak Republic.	Czechoslovakia.	15th February 1935.
The President of the French Republic.	France and all territories (including colonies protectorates and territories under mandate) subject to the Sovereignty or authority of the French Republic.	13th February 1933.
The President of the German Reich.	Germany.	29th December 1933.
His Most Serene Highness the Regent of the Kingdom of Hungary.	Hungary.	27th August 1936.
His Majesty the King of Italy.	Italy and all territories (including colonies) subject to his Sovereignty or authority.	15th May 1933.
The President of the Latvian Republic.	Latvia.	13th February 1933.
His Serene Highness the Prince of Liechtenstein.	Liechtenstein.	7th August 1934.
The President of the United States of Mexico.	Mexico.	15th May 1933.

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High Contracting Parties to the Convention.	Territories in respect of which they are respectively parties.	Date on which the Convention came into force.
Her Majesty the Queen of the Netherlands.	The Netherlands and all territories (including colonies or protectorates) subject to her Sovereignty or authority or any territory under her suzerainty.	29th September 1933.
The President of the Polish Republic.	Poland.	13th February 1933.
—Do.—	The Free City of Danzig.	16th June 1935.
His Majesty the King of Roumania.	Roumania.	13th February 1933.
The Central Executive Committee of the Union of Soviet Socialist Republics.	All territories comprised within the Soviet Socialist Republics.	18th November 1934
The President of the Spanish Republic.	Spain and all territories (including colonies and protectorates) subject to the Sovereignty or authority of the Spanish Republic.	13th February 1933.
The Swiss Federal Council	Switzerland.	7th August 1934.
His Majesty the King of Yugoslavia.	Yugoslavia.	13th February1933.
His Majesty the King of Norway.	All territories (including colonies, protectorates and territories under mandate) subject to his Sovereignty or authority and any territory under his suzerainty.	1st October 1937.
His Majesty the King of Denmark.	—Do.—	—Do.—
His Majesty the King of Sweden.	Sweden.	—Do.—
The President of the Finland Republic.	Finland.	—Do.—

PART II.

The President of the United States of America has availed himself of the provisions of the Additional Protocol to the said Convention by declaring at the time of accession that the first paragraph of Article 2 of the Convention shall not apply to International Transportation that may be performed by the United States of America or any territory or possession under its jurisdiction.

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D.O. No. P 749
Legis 62-39-3

8th August 1939.

AIRCRAFT RULES.

Dear Sir,

I am desired to acknowledge with thanks the receipt of your letter No.14703 dated the 1st instant, on the above subject and the copy of the "Jodhpur Carriage by Air Act, 1935" sent along with it.

Yours sincerely,

Lt-Col. D.M. Field,
Chief Minister, Government of Jodhpur,
Jodhpur.

D+B 20

DRAFT.

D.O. no. P749 & 9.8.39

Aircraft Rules.

Dear Sir,

am desired to acknowledge with thanks the receipt of your letter No. 14703 dated the 1st. instant on the above subject ~~together with~~ and the copy of the "Jodhpur Carriage by Air Act, 1935" along with it

Yours sincerely,

Secretary to Government,
Law Department,

Lt-Col. D.M.Field
Chief Minister, Government of Jodhpur,
Jodhpur.